State of Alabama

Department of Finance

Invitation to Bid for

TA00C Procurement Solution – PeopleSoft #1 and 3rd Party Tools

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

1.1   STATEMENT OF PURPOSE

The State of Alabama (hereinafter referred to as "the State"), intends to transform the way the State, including all State agencies whose monies are maintained in the State Treasury, does business by improving relevant business processes, technologies, and factors impacting the performance of State employees as part of the State Business Systems (SBS) Program. The Procurement Improvement Project is the first project for the State Business Systems (SBS) Program that will involve implementation of software. Previous projects under the SBS Program have focused on analysis and planning.

The Procurement Improvement Project is the focus of this Invitation to Bid (ITB) and previously released Procurement System Implementation Services RFP #1010019. The RFP required Vendors to propose a software solution and implementation services to implement the software solution. The purpose of this ITB is to establish pricing for a procurement solution. The attached procurement software, third party tools, training, and software maintenance details were provided in response to the aforementioned RFP.

1.2   METHOD OF AWARD

This ITB contains multiple lines. Multiple lines will be grouped together into multiple groups. This ITB, if awarded, will be awarded by group. Vendors may select which groups to bid on and are not required to provide a bid for every group. Within each group, there will be multiple required lines and one optional line. To be eligible to be awarded a group, Vendors must bid on every required line within the group. Vendors are not required to bid on optional lines.

SECTION 2: STANDARD INFORMATION

2.1   AGREEMENT TERM

The agreement term is for a period of one (1) year from the date of award with four (4) one-year renewal periods upon written agreement by both parties. All pricing and terms and conditions provided in response to this ITB will remain firm throughout the term of agreements to include all renewal periods, except where otherwise specified within this ITB.

2.2   GENERAL REQUIREMENTS

2.2.1   ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a response to this ITB, Vendor agrees to acceptance of:
- All the terms, conditions, and specifications of this document that apply to all ITB lines; and
- All the terms, conditions, and specifications of this document that apply to lines the vendor is bidding on.

This agreement extends to any subcontractors conducting work associated with this ITB. Unless otherwise noted within this ITB, any requirement that is not clearly referenced as applying to a specific line applies to all lines.

2.2.2   DEBARMENT

By submitting a response to this ITB, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or otherwise ineligible to do business with the State of Alabama. If the Vendor cannot certify this statement, the Vendor must provide a written explanation acceptable to the State in Section 3.1 of its response. This certification will be required of all subcontractors conducting work associated with this ITB. It is the Vendor's duty to determine that subcontractors will be able to satisfy this requirement.

2.2.3   ITB DOCUMENT EXAMINATION

Vendors must promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

2.2.4   VENDOR REPRESENTATION

Unless specifically described in the ITB, the Vendor's response will constitute a representation that there are no actions, suits, mergers, divestitures, or proceedings that shall have a material adverse effect on Vendor's ability to fulfill its obligations. Vendor acknowledges its duty that it must notify the State immediately if Vendor becomes aware of any action, suit, mergers, divestitures, or proceeding that shall have a material adverse effect of Vendor's ability to fulfill its obligations.

2.2.5   ALTERATION OF ITB DOCUMENT

In the event of inconsistencies or contradictions between language contained in the State's ITB document and a Vendor's response, the language contained in the State's original ITB document will prevail. Intentional manipulation and/or alteration of document language will result in the Vendor's disqualification and possible debarment.

2.2.6   VENDOR'S SIGNATURE

This ITB must be signed in ink by an individual authorized to legally bind the business submitting the response. The Vendor's signature in response to this ITB guarantees that the offer has been established without collusion and without effort to preclude the State from obtaining the best possible supply or service. Proof of authority of the person signing the ITB response must be furnished upon request.

2.2.7   OFFER IN EFFECT FOR 180 DAYS

ITB responses may not be withdrawn or canceled by the Vendor for a 180-day period following the deadline for response submission and Vendor so agrees in submitting a response.

2.2.8   PAYMENTS AND INVOICING THE STATE

Payments, including any interest for late charges, by the State to Vendor shall be paid as provided under Section 41-16-3 of the Code of Alabama. The State reserves the right to specify the method the Vendor will use to submit their invoices, such as frequency (monthly, quarterly, yearly), information to be included on/with invoice, etc. All invoicing will be in accordance with State law and the policies and procedures of the State Comptroller's Office. Any services performed on a time and material basis will be invoiced monthly.

2.2.9   DELIVERY OF GOODS AND SERVICES

The State will coordinate delivery of any good or service with awarded Vendor(s). Vendor(s) shall not deliver any good or service without prior approval of the State.

2.2.10   PRIME CONTRACTOR RESPONSIBILITIES

The State will consider the selected Vendor to be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Any services offered in the response in which a Vendor intends to subcontract must be clearly identified and explained in the response. However, subcontractors must meet all necessary standards, terms and conditions resulting from the State's agreement with such Vendor and have the State's written approval to subcontract such services. The State will not subcontract any work under this contract to any other firm and will not deal with any subcontractors. The Vendor is totally responsible for all actions and work performed by subcontractors. All terms, conditions, and requirements of this agreement will apply without qualification to any services performed or goods provided by any subcontractor.

2.2.11   ASSIGNMENT / TRANSFER

This Agreement may not be assigned or transferred without a written request by Vendor and approved by the State Purchasing Director.

2.2.12 BINDING EFFECT / AUTHORITY

This Agreement shall bind the parties and their respective successors in interest by change of ownership. By submitting a bid, the Vendor represents and warrants that it has authority to enter into this Agreement and upon execution it shall be binding upon the Vendor, it has obtained all necessary approvals including the approval of its governing authority necessary to enter into this Agreement, and the individual signing on behalf of the Vendor has the necessary authority to enter into this Agreement so as to make it binding on Vendor.

2.2.13 COMPLIANCE WITH LAWS

The Vendor must, in performance of work under the Agreement, fully comply with all applicable federal, state, and local laws, rules and regulations that may affect the work. If subcontracting is approved, the Vendor is responsible for compliance with these laws by its subcontractors. The Vendor is not prohibited from consummating the transactions contemplated in this Agreement by any covenant, law, regulation, agreement, instrument, restriction, order or judgment.

The Vendor is assumed to be familiar with all federal, state and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Vendor shall in no way relieve the Vendor of responsibility.

2.2.14 CONDUCT ON PREMISES

For any services delivered on State premises, the following requirements shall apply:

a) The Vendor agrees that all persons working for and on behalf of it whose duties bring them upon the States premises shall obey all applicable rules and regulations established by the State and shall comply with the reasonable directions of authorized State personnel and their designees.

b) The Vendor shall be responsible for the acts of its employees and agents while on the State's premises and for all injury to persons and damage to property located on State premises caused by its employees and agents. Accordingly, the Vendor agrees to take all necessary measures to prevent such injury, and damage. The Vendor shall promptly repair, to the specifications of the State's Director of Finance, any damage that it, or its employees or agents, may cause to the State's premises or equipment. On the Vendor's failure to do so, the State may repair such damage and the Vendor shall reimburse the State promptly for the cost of the repair.

c) The Vendor agrees that, in the event of an incident resulting in property damage, violation of law, or state imposed rules, regulations, or standards of conduct of any kind on the State premises involving any of its employees of agents, the Vendor will immediately notify the State's Director of Finance and thereafter furnish a full written report of such incident.

d) All Vendor employees as well as any subcontractor employees provided shall be sober at all times while on duty. Intoxicants or illegal drugs of any kind shall not be brought into State's facility by Vendor's employees or subcontractor staff. Additionally, smoking in State's facility is strictly prohibited. The use of any kind of intoxicants or illegal drugs while on duty by Vendor's employees as well as any subcontractor employees shall result in that employee's immediate, permanent removal from State's facility. Vendor shall be responsible for providing a replacement employee immediately under this section.

e) The State shall have the right to require Vendor to remove staff on either a temporary or permanent basis for cause, including but not limited to: poor or nonperformance of work, theft, abusive language or behavior, improper attire, or other improper conduct.

f) The Vendor and its employees or agents shall have the right to use only those facilities of the State that are necessary for its performance of services under this Agreement and shall have no right of access to any other facilities of the State.

2.2.15 CONSTITUTION OF ALABAMA

The obligations of the State under this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901 as amended by Amendment Number 26.

2.2.16 FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes not reasonably foreseeable, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes not reasonably foreseeable, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

2.2.17 GOVERNING LAW; SOVEREIGN IMMUNITY; VENUE

This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions. Subject to the above provision and the provisions of the remedies section below, the parties consent to the jurisdiction of a state or federal court sitting in Montgomery, Alabama, in connection with any dispute hereunder, for which those courts have jurisdiction under the state or federal law relevant to the subject matter of the dispute.

2.2.18 HOLD HARMLESS / INDEMNIFICATION

The Vendor agrees to indemnify and hold the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, asserted by the Vendor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Vendor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the State, under this agreement. Notwithstanding any other language to the contrary, the Vendor shall indemnify and hold the State harmless from any claims by any governmental and/or third parties for patent, trademark or copyright infringement resulting from Vendor's activities. Such indemnification and hold harmless obligations shall include all costs incurred by the State, including but not limited to attorney fees, costs of alternative dispute resolutions, costs of settlements, and payments of any judgments.

2.2.19 INDEPENDENT VENDOR RELATIONSHIP

The relationship of the Vendor to the State is and shall be that of an independent contractor in all respects under this Agreement and nothing herein shall be construed as creating any other relationship.

2.2.20 LOSS OF VENDOR'S PROPERTY

The State shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Vendor or its employees or agents.

2.2.21 MERIT SYSTEM EXCLUSION

Neither Vendor nor any of its employees is to be considered a merit system employee of the State of Alabama by virtue of work under this Agreement and therefore neither is entitled to receive any benefits of the State of Alabama.

2.2.22 MODIFICATION

This Agreement may not be amended, modified, altered, or changes in any respect whatsoever, except by a further agreement in writing, duly executed by both parties.

2.2.23 NOTICES

Any notice required under this Agreement shall be in writing and shall be given by mail, addressed as follows: if to the State, to the attention of the State Purchasing Director or his assignee if so designated by the State; if to the Vendor, to the address provided by the Vendor. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

2.2.24 REMEDIES

In the event of any dispute between the parties, senior officials of both parties shall meet and attempt to resolve the dispute in good faith. If the dispute is not so resolved, the Vendor's sole remedy for the settlement of claims for money damages arising out of this Agreement shall be limited to the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved the parties hereto agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation in Montgomery, Alabama utilizing where appropriate, mediators.

2.2.25 REPRESENTATIONS AND WARRANTIES

The Vendor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Agreement and that it has and will continue to have throughout the term of this Agreement the right to perform its obligations hereunder. The Vendor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Agreement or from conducting the activities and carrying out the duties and obligations provided for hereunder.

2.2.26 SEVERABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually dependent.

2.2.27 STANDARD OF PERFORMANCE

All services rendered by the Vendor and its employees, agents, or representatives in performance of this Agreement shall conform to the highest standards of professionalism and workmanship for the type of work involved and comply with industry standards. Each of the Vendor's employees performing services under this Agreement shall be well qualified for the services he or she is performing.

2.2.28 STATE NAME – LIMITATIONS ON USE

The Vendor shall not use, in its external advertising, marketing programs, press releases, or other promotional efforts, any data, pictures, or other representation of the State except on the written authorization of the Director of Finance.

2.2.29 STRICT PERFORMANCE

Failure at any time to require strict performance by either party of any provisions contained herein shall not waive or diminish State's right thereafter to demand strict compliance with any other provision.

2.2.30 SURVIVAL OF TERMS

All covenants, representations, and warranties of the Vendor contained in this Agreement shall survive the termination or expiration of this Agreement whenever necessary to carry out the reasonably intended purpose thereof.

2.2.31 TAXES AND GOVERNMENTAL FEES

Vendor shall be solely responsible for and shall indemnify licensee from any taxes, tariffs, duties, and governmental fees of any kind related to its services, including without limitation, foreign, federal, state or local sales, use, license, privilege, franchise or personal taxes or fees.

2.2.32 TERMINATION OF AGREEMENT

The State may, by written notice to the Vendor, terminate this Agreement in whole or in part at any time, either for the State's convenience or because of the failure of the Vendor to fulfill its contractual obligations. Upon receipt of such notice, the Vendor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the State all data, reports, summaries, and such other information and material as may have been prepared for and / or accumulated by the Vendor in performing this Agreement, whether completed or in process. As part of this Agreement, a Transition Provision must be agreed upon by the Parties to compensate the Vendor for work done, expenses incurred, and non-cancelable contract commitments incurred at the time of the notice.

2.2.33 TIME

Time is of the essence in performing all obligations contained herein.

2.2.34 UNAVAILABILITY OF FUNDING

The State, in its sole discretion, may terminate or reduce the scope of the Agreement in the event of a reduction in appropriations to any of the fund(s) from which the Vendor is to be paid, proration of such funds, or if funding is otherwise unavailable for any reason.

2.2.35 WAIVER OF TRIAL BY JURY

The State and Vendor hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

2.2.36 CERTIFICATION OF COMPLIANCE

By submitting a response, the Vendor does hereby make certification and assurance that as of the date of submitting this response; the Vendor is in compliance with:

a) All federal, State and local laws to the extent that any violation of such laws would adversely affect Vendor's performance under this Agreement;

b) Title VI of the Civil Rights Act of 1964 to the extent that any violation of such laws would adversely affect Vendor's performance under this Agreement;

c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government to the extent that any violation of such laws would adversely affect Vendor's performance under this Agreement;

d) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government to the extent that any violation of such laws would adversely affect Vendor's performance under this Agreement;

e) The Vendor has (or will be able to provide through subcontractors) the resources, skill, experience, and expertise to perform under this Agreement;

f) The condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this Agreement.

2.2.37 FAILURE TO HONOR

If a Vendor to whom an ITB Group is awarded refuses to accept the award (Agreement) or, fails to deliver in accordance with the Agreement terms and conditions, the State may, in its discretion, suspend the Vendor for a period of time from entering into any agreements or contracts with the State.

2.2.38 U.S. FUNDS

All prices and payments must be in U.S. dollars.

2.2.39 USE OF STATE RESOURCES

Vendor shall have no authority to use State resources unless provided herein or with State's express approval. The State may provide the following business equipment for Vendor staff:

a) Personal computers with access to the State network and relevant applications
b) VPN access to the State network
c) High-speed wireless connection points with access to the Internet

d) Telephones for conference calls, local calls or long distance for State business
e) Printers and photocopying machines

The State, in its sole discretion, will determine what is reasonable and necessary to meet requirements.

2.2.40 INCLUSIVE PRICING

Pricing provided by Vendor shall be all inclusive. The State will not reimburse Vendor any Vendor expense including but not limited to travel and living expenses, courier, document duplication, postage, long-distance telephone charges, and charges for any non-routine supplies and equipment. Any hourly rate provided by the Vendor must include all travel and living expenses anticipated by Vendor as such expenses will not be reimbursed.

2.2.41 AUTHORIZED WORKERS

All workers provided by the Vendor shall be either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.3   SUBMITTING A RESPONSE

2.3.1   COMPLETENESS OF RESPONSE

The State may deem non-responsive, and thus disqualify from further consideration, any responses that do not follow the instructions set out in this ITB or are missing any required information. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries. Only information submitted in the Vendor's formal response will be considered in the evaluation.

2.3.2   VENDOR'S ITB RESPONSE

Contents of the Vendor's ITB Response shall be:

a. Entire copy of ITB with the ITB Cover Sheet completed, signed, and notarized, and the Price Sheets completed;

b. Addendums, if issued, per Section 2.3.5;

c. Responses as detailed in Section 3; Vendors should label each ITB response item with the associated ITB section and subsection numbers;

d. Completed Appendix A if Vendor is responding to ITB Group A; and

e. Completed Appendix B if Vendor is responding to ITB Group B.

2.3.3   COPIES REQUIRED

Vendors must submit the following versions of their Response:

- One (1) original document, marked "ORIGINAL", with original signatures in ink;

- Three (3) hard copies of the original paper document marked "COPY".

- One (1) electronic PDF copy of the document on CD, clearly labeled with the Vendor name, ITB name, and ITB number.

2.3.4   LATE BIDS

Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the designated location by the designated time.

2.3.5   ADDENDA TO ITB

Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance, Division of Purchasing at http://purchasing.alabama.gov. Any addendum(s) issued must be returned with bid response. The requirements for the number of copies required as provided in Section 2.3.3 also apply to any addenda.

2.4   COST OF PREPARATION

2.4.1   STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The costs for developing and delivering responses to this ITB, and any subsequent presentations as requested by the State, are entirely the responsibility of the Vendor.

2.5   RECEIPT OF RESPONSES

2.5.1   PUBLIC INFORMATION; CONFIDENTIALITY

Vendors should be aware that any information in response to an ITB may be subject to disclosure and/or reproduction under Alabama law. All disclosures of ITB information will be made in accordance with the standard procedures of the Department of Finance, Division of Purchasing. Designation as Proprietary or Confidential may not protect any materials included within the response from disclosure if required by law.

2.5.2   STATE'S RIGHTS RESERVED

Issuance of this ITB in no way constitutes a commitment by the State to award and execute an agreement or contract. Upon determination that such actions would be in its best interest, the State, in its sole discretion, and without limitation to the actions described in the following list, reserves the right to:

1. Cancel or terminate this ITB or a specific ITB line;
2. Award each group of lines to a different Vendor;
3. Reject any or all of the responses submitted in response to this ITB;
4. Investigate, as deemed necessary, to determine the ability of the Vendor to provide the supplies and/or to perform the services specified; and
5. Not award an agreement or contract if it is in the best interest of the State not to proceed with agreement or contract execution.

SECTION 3: SOFTWARE AND SERVICE REQUIREMENTS

3.1   RESPONSE FORM AND CONTENT

In responding to Section 3, Vendors should label each response to ITB requirements with the section and subsection numbers associated with the subject requirement. Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Vendor's response.

Even if a Vendor is only bidding on specific ITB groups, the Vendor should indicate 'No Bid' in its response to subsections corresponding to ITB groups and lines the Vendor is not bidding on instead of the specific response requested.

In response to Section 3.1, the Vendor shall:

- Positively affirm the Vendor accepts and will comply with all the terms, conditions, and specifications of this document that apply to all ITB lines;
- Positively affirm the Vendor accepts and will comply with all the terms, conditions, and specifications of this document that apply to lines the vendor is bidding on; and
- Include a written explanation if the Vendor cannot certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, or otherwise ineligible to do business with the State of Alabama as required in Section 2.2.2.

3.2   ITB GROUP A - PROCUREMENT SOFTWARE SOLUTION

3.2.1   PROCUREMENT SOFTWARE

The Vendor shall provide all software listed in Pricing Template A.1 provided in Appendix A. The vendor shall not restrict the State from using the software if maintenance support services, as referenced in Section 3.2.2, are not purchased.

The State shall be permitted to share software documentation without restriction to all State employees and to any contractors the State utilizes to support the SBS Program, Procurement Improvement Project, State procurement operations, and/or Department of Finance operations.

In response to Section 3.2.1, the Vendor shall:

a) Populate Pricing Template A.1 with pricing for each item listed; and
b) Populate the pricing information on the PRICE SHEET on ITB Commodity Line 1 with the Total Price from Pricing Template A.1.

3.2.2   MAINTENANCE SUPPORT SERVICES

Pricing Template A.2 in Appendix A describes tiers of maintenance support services for the software listed in Pricing Template A.1. The State may choose which tier of service, if any, to purchase and reserves the right to choose a different tier at the beginning of each State fiscal year. After maintenance support services are initiated, the State may synchronize renewal periods with the State fiscal year. Cost differences resulting from switching from one tier to another tier will be pro-rated.

The vendor shall provide maintenance support services for the software listed in Pricing Template A.1 as described in Pricing Template A.2 for the tier of support selected by the State.

In response to Section 3.2.2 the Vendor shall:

a) Provide further description of the maintenance support service, such as hours of available support, incident reporting procedures, escalation procedures, etc., the Vendor will provide at each tier;
b) Populate Pricing Template A.2 with 5-year pricing for each tier of maintenance support services; and
c) Populate the pricing information on the PRICE SHEET on ITB Commodity Line 2 with the total 5-year price for the least expensive tier as indicated in Pricing Template A.2.

While the State reserves the right to choose which tier to purchase, bids will be evaluated based on the 5-year cost of the least expensive tier.

3.2.3   TRAINING

The vendor shall provide all training listed in Pricing Template A.3 provided in Appendix A.

All training will be delivered in Montgomery, Alabama with at least 75% delivered as instructor led training. For any "virtual" instructor-led training, the Vendor must have a knowledgeable representative in the training room. The State will provide a training room with internet connectivity that can accommodate up to 15 people / workstations. Vendor shall begin delivering training within four (4) weeks after the State submits a request for training to begin.

The Vendor shall provide all training software environment(s) necessary to complete all training.

In response to Section 3.2.3 the Vendor shall:
a) Provide further description of the training to be provided, such as which portions of training will be instructor led and which training will be "virtual";
b) Indicate how soon after training is requested that training can begin to be delivered;
c) Populate Pricing Template A.3 with pricing for each training class; and
d) Populate the pricing information on the PRICE SHEET on ITB Commodity Line 3 with the Total Price from Pricing Template A.3.

The Vendor may populate Pricing Template A.4 with alternative pricing for training to be delivered outside of Montgomery, Alabama. The Vendor may also submit alternative pricing in other formats, such as a course catalog. While the State reserves the right to purchase training to be delivered outside of

Montgomery, Alabama, bids will be evaluated based on the cost to deliver training in Montgomery, Alabama.

3.2.4   OPTIONAL SERVICES

In the event that additional assistance is needed, the Vendor shall provide services on a Time and Materials basis according to the rate schedule in Pricing Template A.5 in Appendix A. The hourly rate must be fixed for the initial Agreement period and first two annual renewals, if any. Thereafter, the hourly rate may be adjusted at the beginning of subsequent renewal periods according to changes in the U.S. Consumer Price Index since Agreement inception.

The State must pre-approve services to be charged on a Time and Material basis before services are rendered. The State reserves the right to request an estimate of the number of hours required to complete a specific task. The State reserves the right to have the Vendor complete the task on a Fixed Price basis per the estimate provided.

Vendor staff delivering services on a Time and Material basis must read, write, and speak English proficiently. The State reserves the right to require replacement of resources based on deficient oral and/or written English skills as determined by the State.

All materials developed by the Vendor including, but not limited to: reports, brochures, pamphlets; spreadsheet based tools/analyses/macros, software object and source code, software modifications, audio or video recordings and press releases; but excluding Vendor's work papers, shall become the property of the State of Alabama and shall not be used by the Vendor for any purposes other than those contemplated by this Agreement without the written consent of the Department of Finance, which shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, the Vendor shall retain sole and exclusive ownership of and all right, title and interest to, without limitation, its know-how, concepts, techniques, methodologies, ideas and trade secrets that existed prior to this Agreement.

In response to Section 3.2.4 the Vendor shall populate Pricing Template A.5 with the list of roles the Vendor can provide, the description and typical activities to be performed by the role, and the hourly rate for each role.

3.3   ITB GROUP B - SOFTWARE TOOL(S) #1 SOLUTION

3.3.1   SOFTWARE TOOL(S) #1

The Vendor shall provide all software listed in Pricing Template B.1 provided in Appendix B. The vendor shall not restrict the State from using the software if maintenance support services, as referenced in Section 3.3.2, are not purchased.

The State shall be permitted to share software documentation without restriction to all State employees and to any contractors the State utilizes to support the SBS Program, Procurement Improvement Project, State procurement operations, and/or Department of Finance operations.

In response to Section 3.3.1, the Vendor shall:

a) Populate Pricing Template B.1 with pricing for each item listed; and
b) Populate the pricing information on the PRICE SHEET on ITB Commodity Line 4 with the total from Pricing Template B.1.

3.3.2   MAINTENANCE SUPPORT SERVICES

The Vendor shall provide maintenance support services required by the Vendor, if any, for the software listed in Pricing Template B.1. After maintenance support services are initiated, the State may synchronize renewal periods with the State fiscal year.

In response to Section 3.3.2 the Vendor shall:

a) Describe the maintenance support service, such as hours of available support, incident reporting procedures, escalation procedures, etc., the Vendor will provide;
b) Populate Pricing Template B.2 with 5-year pricing for maintenance support services; and
c) Populate the pricing information on the PRICE SHEET on ITB Commodity Line 5 with the total 5-year price, which will be used when evaluating bids.

3.3.3   OPTIONAL SERVICES

In the event that additional assistance is needed, the Vendor shall provide services on a Time and Materials basis according to the rate schedule in Pricing Template B.3 in Appendix B. The hourly rate must be fixed for the initial Agreement period and first two annual renewals, if any. Thereafter, the hourly rate may be adjusted at the beginning of subsequent renewal periods according to changes in the U.S. Consumer Price Index since Agreement inception.

The State must pre-approve services to be charged on a Time and Material basis before services are rendered. The State reserves the right to request an estimate of the number of hours required to complete a specific task. The State reserves the right to have the Vendor complete the task on a Fixed Price basis per the estimate provided.

Vendor staff delivering services on a Time and Material basis must read, write, and speak English proficiently. The State reserves the right to require replacement of resources based on deficient oral and/or written English skills as determined by the State.

All materials developed by the Vendor including, but not limited to: reports, brochures, pamphlets; spreadsheet based tools/analyses/macros, software object and source code, software modifications, audio or video recordings and press releases; but excluding Vendor's work papers, shall become the property of the State of Alabama and shall not be used by the Vendor for any purposes other than those contemplated by this Agreement without the written consent of the Department of Finance, which shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, the Vendor shall retain sole and exclusive ownership of and all right, title and interest to, without limitation, its know-how, concepts, techniques, methodologies, ideas and trade secrets that existed prior to this Agreement.

In response to Section 3.3.3 the Vendor shall populate Pricing Template B.3 with the list of roles the Vendor can provide, the description and typical activities to be performed by the role, and the hourly rate for each role.

APPENDIX A – GROUP A PRICING TEMPLATES

PRICING TEMPLATE A.1 – PROCUREMENT SOFTWARE

Note: The Vendor shall bid the exact version number shown. If the Vendor believes a version number is invalid, the Vendor should contact the assigned Buyer.

Software Name and Version Number	License Basis and Type	QTY	Unit Price	Extended Price
Oracle PeopleSoft General Ledger V 9.1	Application User	100		
Oracle PeopleSoft Payables V 9.1	Application User	500		
Oracle PeopleSoft Purchasing V 9.1	Application User	500		
Oracle PeopleSoft eSupplier Connection V9.1	Application User	500		
Oracle PeopleSoft eProcurement V 9.1	Application User	500		
Oracle PeopleSoft Strategic Sourcing V 9.1	Application User	500		

Software Name and Version Number	License Basis and Type	QTY	Unit Price	Extended Price
Oracle PeopleSoft Supplier Contract Management V 9.1	Application User	500		
Oracle User Productivity Kits Developer Licenses V 3.5.1	UPK Developer	3		
Oracle UPK User V 3.5.1	UPK Users	500		
Oracle PeopleSoft UPK General Ledger Content V 3.5.1	UPK Module	1		
Oracle PeopleSoft UPK Payables Content V 3.5.1	UPK Module	1		
Oracle PeopleSoft UPK Purchasing Content V 3.5.1	UPK Module	1		
Oracle PeopleSoft UPK eProcurement Content V 3.5.1	UPK Module	1		
Oracle PeopleSoft UPK Strategic Sourcing Content V 3.5.1	UPK Module	1		

Software Name and Version Number	License Basis and Type	QTY	Unit Price	Extended Price
Oracle PeopleSoft UPK PeopleTools Enterprise Development V 8.5	Application User	5		
			Total Price	

PRICING TEMPLATE A.2 – MAINTENANCE SUPPORT SERVICES

Description of Maintenance Services Tiers	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total 5-Year Price
Software Update License & Support (Premier Support)						
Extended Support						
Sustaining Support						

Description of Maintenance Services Add-Ons	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total 5-Year Price
Priority Support						
Priority Support Desk						

PRICING TEMPLATE A.3 – TRAINING IN MONTGOMERY

Training Course	Training Course Description	QTY	Unit Price	Extended Price
PeopleTools I / PeopleTools II – Accelerated Rel 8.48 (PeopleSoft Enterprise)	The PeopleTools I portion of the course introduces the PeopleSoft methodology of application development. This part of the course provides a general description of PeopleSoft's system architecture and the tool set used to develop new or customize existing PeopleSoft application The PeopleTools II portion of the course expands on the skills acquired in PeopleTools I. In this part of the course, students gain advanced development and troubleshooting experience as they create applications that incorporate complex features such as views, multiple occurs levels, tableset sharing, subrecords, subpages, links, and PeopleCode. Students receive hands-on experience with the PeopleSoft Application Designer to create and modify PeopleSoft definitions such as fields, records, pages, and components.	1 Delivery up to 3 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
PeopleCode Rel 8.48 (PeopleSoft Enterprise)	PeopleCode is integrated into every aspect of PeopleSoft applications. This five-day course gives participants the essential tools to work with object-oriented PeopleCode. Participants actively build programming skills in a PeopleSoft environment. The tools and skills learned in this course ground the participants in the structure of PeopleCode and prepare them to move on to more advanced applications.	1 Delivery up to 3 Participants		
Application Engine Rel 8.48 (PeopleSoft Enterprise)	This 4-day course teaches students how to use PeopleSoft Application Engine to program batch solutions to manage the data in a PeopleSoft database. You will learn to use Application Engine to execute existing programs, to modify existing programs, and to create new programs. You will use SQL, PeopleCode, and flow controls to solve business-based batch processing requirements.	1 Delivery up to 3 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
Integration Tools Rel 8.50 (PeopleSoft Enterprise)	This course covers the PeopleSoft Integration tools used to integrate with other PeopleSoft databases and third-party systems, the tools include Integration Broker and component interfaces. The course also covers testing utilities for integrations, including Send Master, Handler Tester Utility, Service Operation Tester Utility and soapUI. In this course students create and code service operations including transformation programs using Oracle XSL Mapper. They use the Service Operations Monitor to monitor the service operations and performance. Students will also create and test component interfaces, as well as service enabling component interfaces and providing them as a web service.	1 Delivery up to 3 Participants		
Query / Crystal Power Combo Rel 8.48 (PeopleSoft Enterprise)	This course provides teaches participants to create online reports using PeopleSoft Query and to create professional-looking reports using Crystal Reports 9. It covers the content of the Query Basics, Query Advanced, Crystal Basics, and Crystal Advanced for Release 8.48.	1 Delivery up to 9 Participants		
PeopleTools I Rel 8.48 (PeopleSoft Enterprise)		1 Delivery up to 2 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
PeopleSoft Server Administration and Installation Rel 8.48 (PeopleSoft Enterprise)	This course covers the implementation of the PeopleTools 8.48 components. In this course, students will put the components in place and create the primary servers that are part of the PeopleSoft PIA. Students will understand the PeopleSoft PIA and its implications for system design and implementation. They will practice installing middleware components (Tuxedo), PeopleSoft environment (PeopleTools), PeopleSoft databases, web components (Oracle Application Server), and PeopleBooks. Students will also create, configure, and administer the application server domains and the PeopleSoft batch server. In addition, students will use the monitoring tools to observe, troubleshoot, and tune the PeopleSoft PIA environment.	1 Delivery up to 2 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
Peoplesoft Security Rel 8.48	This course teaches you to design and implement PeopleTools security that is common to all PeopleSoft applications. Discuss the best practices of security organization and implementation. Explore the capabilities of application security by creating permission lists, roles, and user profiles. Use development security to control PeopleTools such as Application Designer, Process Scheduler, Query, and Data Mover. Use data encryption technology to hide sensitive data at the database level. Learn to monitor tables using three types of auditing. Secure queries, batch processes, and reports. Learn to configure single sign-on among PeopleSoft applications and how you can configure PeopleSoft applications to use directory servers to authenticate PeopleSoft users.	1 Delivery up to 2 Participants		
Introduction to PeopleSoft for Financials/SCM	This course is the prerequisite for all PeopleSoft Financials and PeopleSoft Supply Chain Management courses. In this course, participants learn the central concepts behind PeopleSoft products. Participants learn how to navigate through PeopleSoft applications and search for data. Participants learn how PeopleSoft processes and stores data through the use of TableSets, business units and effective dating.	1 Delivery up to 16 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
General Ledger Foundations Accelerated Release 9 (PeopleSoft Enterprise)	This course is an accelerated General Ledger class that teaches the fundamental concepts and features of the PeopleSoft General Ledger, allocations and consolidations. Participants will learn how to establish the fundamental general ledger and financials infrastructure, including defining general ledger business units, entering and posting journals to a ledger, closing year-end books, and creating financial reports. Additionally, participants will learn how to setup and perform financial allocations and consolidations.	1 Delivery up to 2 Participants		
Payables Rel 9 (PeopleSoft Enterprise)		1 Delivery up to 2 Participants		
Purchasing Rel 9 (PeopleSoft Enterprise)		1 Delivery up to 13 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
Purchasing / Payables Accelerated Rel 9 (PeopleSoft Enterprise)	This course introduces students to the entire PeopleSoft Payable process, from setting up system tables to running Payables reports. Students create their own business units and vendors to use throughout the class. Students learn the different voucher types and how to copy information into vouchers using purchase orders. This course also introduces students to contract vouchers and recurring vouchers. This course processes vouchers through PayCycle and posting payments. Students learn how to manage data through mass updates and inquiries. Students also learn the basics of Journal Generator and how to send accounting entries to the general ledger. This course also covers how to review accounting entries and other Payables information.	1 Delivery up to 13 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
eProcurement Rel 9 (PeopleSoft Enterprise)	In this course, you learn about the basic setup required for implementing PeopleSoft eProcurement. This set up includes business unit, vendors, and purchasing items. You gain knowledge of how the requisition to purchase order process flow is completed. This perspective helps you with implementation decisions on how to set up your system, and also helps you in creating your business process practices. This course also covers direct connect setup, and how the system handles the changes created for requisitions. You learn how approval workflow is utilized with the PeopleSoft eProcurement application. The topics that cover process flows are designed to give you the overall vision of what the product can do for you to aid with your decision-making during implementation.	1 Delivery up to 13 Participants		
Strategic Sourcing Rel 8.9	This is an implementation course, designed for beginners, end users and others who are given the job of managing the implementation of PeopleSoft Strategic Sourcing for their organization.	1 Delivery up to 13 Participants		

Training Course	Training Course Description	QTY	Unit Price	Extended Price
Supplier Contract Management Rel 8.9	This course will assist you in managing supplier contract documents through their life cycles using Enterprise Supplier Contract Management 8.9. The course teaches you how to associate Purchasing contracts with contract documents and how to create and reuse components of a document library, including document clauses, sections, and configurations.	1 Delivery up to 13 Participants		
User Productivity Kit v3.5	This course is designed for course authors, editors, and other individuals in need of recording and editing content in the User Productivity Kit Developer. Through hands-on exercises, participants will learn how to build an outline, record content in the target application, and publish the content for player and print deployments.	1 Delivery up to 3 Participants		
			Total Price	

PRICING TEMPLATE A.4 – TRAINING OUTSIDE MONTGOMERY

Note: The Vendor may bid alternate training delivery locations, methods, and quantities. For example, the Vendor could provide pricing for a single delivery of a course up to a specified number of students or provide per seat pricing. Each unique combination of training course, location, delivery method, and quantity should be listed on separate lines.

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
PeopleTools I / PeopleTools II – Accelerated Rel 8.48 (PeopleSoft Enterprise)	The PeopleTools I portion of the course introduces the PeopleSoft methodology of application development. This part of the course provides a general description of PeopleSoft's system architecture and the tool set used to develop new or customize existing PeopleSoft application The PeopleTools II portion of the course expands on the skills acquired in PeopleTools I. In this part of the course, students gain advanced development and troubleshooting experience as they create applications that incorporate complex features such as views, multiple occurs levels, tableset sharing, subrecords, subpages, links, and PeopleCode. Students receive hands-on experience with the PeopleSoft Application Designer to create and modify PeopleSoft definitions such as fields, records, pages, and components.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
PeopleCode Rel 8.48 (PeopleSoft Enterprise)	PeopleCode is integrated into every aspect of PeopleSoft applications. This five-day course gives participants the essential tools to work with object-oriented PeopleCode. Participants actively build programming skills in a PeopleSoft environment. The tools and skills learned in this course ground the participants in the structure of PeopleCode and prepare them to move on to more advanced applications.				
Application Engine Rel 8.48 (PeopleSoft Enterprise)	This 4-day course teaches students how to use PeopleSoft Application Engine to program batch solutions to manage the data in a PeopleSoft database. You will learn to use Application Engine to execute existing programs, to modify existing programs, and to create new programs. You will use SQL, PeopleCode, and flow controls to solve business-based batch processing requirements.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
Integration Tools Rel 8.50 (PeopleSoft Enterprise)	This course covers the PeopleSoft Integration tools used to integrate with other PeopleSoft databases and third-party systems, the tools include Integration Broker and component interfaces. The course also covers testing utilities for integrations, including Send Master, Handler Tester Utility, Service Operation Tester Utility and soapUI. In this course students create and code service operations including transformation programs using Oracle XSL Mapper. They use the Service Operations Monitor to monitor the service operations and performance. Students will also create and test component interfaces, as well as service enabling component interfaces and providing them as a web service.				
Query / Crystal Power Combo Rel 8.48 (PeopleSoft Enterprise)	This course provides teaches participants to create online reports using PeopleSoft Query and to create professional-looking reports using Crystal Reports 9. It covers the content of the Query Basics, Query Advanced, Crystal Basics, and Crystal Advanced for Release 8.48.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
PeopleTools I Rel 8.48 (PeopleSoft Enterprise)					
PeopleSoft Server Administration and Installation Rel 8.48 (PeopleSoft Enterprise)	This course covers the implementation of the PeopleTools 8.48 components. In this course, students will put the components in place and create the primary servers that are part of the PeopleSoft PIA. Students will understand the PeopleSoft PIA and its implications for system design and implementation. They will practice installing middleware components (Tuxedo), PeopleSoft environment (PeopleTools), PeopleSoft databases, web components (Oracle Application Server), and PeopleBooks. Students will also create, configure, and administer the application server domains and the PeopleSoft batch server. In addition, students will use the monitoring tools to observe, troubleshoot, and tune the PeopleSoft PIA environment.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
Peoplesoft Security Rel 8.48	This course teaches you to design and implement PeopleTools security that is common to all PeopleSoft applications. Discuss the best practices of security organization and implementation. Explore the capabilities of application security by creating permission lists, roles, and user profiles. Use development security to control PeopleTools such as Application Designer, Process Scheduler, Query, and Data Mover. Use data encryption technology to hide sensitive data at the database level. Learn to monitor tables using three types of auditing. Secure queries, batch processes, and reports. Learn to configure single sign-on among PeopleSoft applications and how you can configure PeopleSoft applications to use directory servers to authenticate PeopleSoft users.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
Introduction to PeopleSoft for Financials/SCM	This course is the prerequisite for all PeopleSoft Financials and PeopleSoft Supply Chain Management courses. In this course, participants learn the central concepts behind PeopleSoft products. Participants learn how to navigate through PeopleSoft applications and search for data. Participants learn how PeopleSoft processes and stores data through the use of TableSets, business units and effective dating.				
General Ledger Foundations Accelerated Release 9 (PeopleSoft Enterprise)	This course is an accelerated General Ledger class that teaches the fundamental concepts and features of the PeopleSoft General Ledger, allocations and consolidations. Participants will learn how to establish the fundamental general ledger and financials infrastructure, including defining general ledger business units, entering and posting journals to a ledger, closing year-end books, and creating financial reports. Additionally, participants will learn how to setup and perform financial allocations and consolidations.				
Payables Rel 9 (PeopleSoft Enterprise)					

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
Purchasing Rel 9 (PeopleSoft Enterprise)					
Purchasing / Payables Accelerated Rel 9 (PeopleSoft Enterprise)	This course introduces students to the entire PeopleSoft Payable process, from setting up system tables to running Payables reports. Students create their own business units and vendors to use throughout the class. Students learn the different voucher types and how to copy information into vouchers using purchase orders. This course also introduces students to contract vouchers and recurring vouchers. This course processes vouchers through PayCycle and posting payments. Students learn how to manage data through mass updates and inquiries. Students also learn the basics of Journal Generator and how to send accounting entries to the general ledger. This course also covers how to review accounting entries and other Payables information.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
eProcurement Rel 9 (PeopleSoft Enterprise)	In this course, you learn about the basic setup required for implementing PeopleSoft eProcurement. This set up includes business unit, vendors, and purchasing items. You gain knowledge of how the requisition to purchase order process flow is completed. This perspective helps you with implementation decisions on how to set up your system, and also helps you in creating your business process practices. This course also covers direct connect setup, and how the system handles the changes created for requisitions. You learn how approval workflow is utilized with the PeopleSoft eProcurement application. The topics that cover process flows are designed to give you the overall vision of what the product can do for you to aid with your decision-making during implementation.				
Strategic Sourcing Rel 8.9	This is an implementation course, designed for beginners, end users and others who are given the job of managing the implementation of PeopleSoft Strategic Sourcing for their organization.				

Training Course	Training Course Description	Location and Delivery Method	QTY	Unit Price	Extended Price
Supplier Contract Management Rel 8.9	This course will assist you in managing supplier contract documents through their life cycles using Enterprise Supplier Contract Management 8.9. The course teaches you how to associate Purchasing contracts with contract documents and how to create and reuse components of a document library, including document clauses, sections, and configurations.				
User Productivity Kit v3.5	This course is designed for course authors, editors, and other individuals in need of recording and editing content in the User Productivity Kit Developer. Through hands-on exercises, participants will learn how to build an outline, record content in the target application, and publish the content for player and print deployments.				

PRICING TEMPLATE A.5 – OPTIONAL SERVICES

Note: Sample roles include Junior Technical Analyst, Senior Technical Analyst, Junior Business Analyst, Senior Business Analyst, Product Specialist, etc.

Role	Description and Typical Activities	Hourly Rate

APPENDIX B – GROUP B PRICING TEMPLATES

PRICING TEMPLATE B.1 – TOOL(S) #1 SOFTWARE

Note: The Vendor shall bid the exact version number shown. If the Vendor believes a version number is invalid, the Vendor should contact the assigned Buyer.

Software Name and Version Number	License Basis and Type	QTY	Unit Price	Extended Price
MicroFocus International Ltd. Net Express COBOL for Windows V 5.1	Per Server	1		
			Total Price	

PRICING TEMPLATE B.2 – MAINTENANCE SUPPORT SERVICES

Description of Maintenance Services	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total 5-Year Price
Maintenance Support Services as Described by Vendor in Response to Section 3.3.2						

PRICING TEMPLATE B.3 – OPTIONAL SERVICES

Note: Sample roles include Junior Technical Analyst, Senior Technical Analyst, Junior Business Analyst, Senior Business Analyst, Product Specialist, etc.

Role	Description and Typical Activities	Hourly Rate